

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

MILLER & WOODWARD/RUSSELL C. PATTIE	)	
	)	
COMPLAINANT	)	
	)	CASE NO. 2010-00380
V.	)	
	)	
KENTUCKY UTILITIES COMPANY	)	
	)	
DEFENDANT	)	

O R D E R

On October 19, 2010, Defendant, Kentucky Utilities Company (“KU”), filed its Answer to the Complaint filed by the Complainants, Russell C. Pattie and Miller & Woodward. In its Answer, KU moves the Commission to dismiss the complaint on grounds that the Complainants have failed to set forth any claim upon which relief can be granted and that Complainants have failed to set forth a prima facie case that KU has violated its tariff or any statute or Commission regulation.

More specifically, KU states that its tariff (at Original Sheet No. 97) requires that “if two or more rate schedules are available for the same class of service, it is Customer’s responsibility to determine the options available and to designate the schedule under which customer desires to receive service.” KU further states that Original Sheet No. 97.1 of its tariff provides that “in no event will [KU] make refunds covering the difference between the charges under the rate in effect and those under any other rate applicable to the same class of service,” and, KU asserts, “[a]s a result,

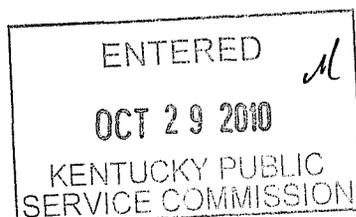
KU is prohibited by its Commission-approved tariff from issuing refunds to cover the difference between the charges incurred under Rate PS and those that would have been charged under Rate GS.” Copies of Original Sheet Nos. 97 and 97.1 of KU’s tariff are attached hereto.

Complainants shall file a written response to Defendant’s Motion to Dismiss with the Commission within 20 days of the date of this Order addressing the issues raised therein. KU shall file its Reply, if any, no later than 10 days thereafter.

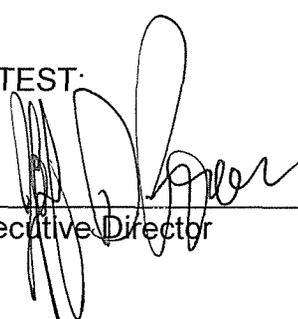
IT IS THEREFORE ORDERED that:

1. Complainants, Russell C. Pattie and Miller & Woodward, are hereby ordered to submit a written response to Defendant’s Motion to Dismiss within 20 days of the date of this Order.
2. Any Reply to the Response shall be filed no later than 10 days thereafter.
3. Failure by Complainants to file a written response within 20 days of the date of this Order may be grounds for the Commission to dismiss the Complaint.

By the Commission



ATTEST:

  
\_\_\_\_\_  
Executive Director

# Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 97

## TERMS AND CONDITIONS

### Customer Responsibilities

#### APPLICATION FOR SERVICE

A written application or contract, properly executed, may be required before Company is obligated to render electric service. Company shall have the right to reject for valid reasons any such application or contract.

All applications for service shall be made in the legal name of the party desiring the service.

Where an unusual expenditure for construction or equipment is necessary or where the proposed manner of using electric service is clearly outside the scope of Company's standard rate schedules, Company may establish special contracts giving effect to such unusual circumstances. Customer accepts that non-standard service may result in the delay of required maintenance or, in the case of outages, restoration of service.

#### TRANSFER OF APPLICATION

Applications for electric service are not transferable and new occupants of premises will be required to make application for service before commencing the use of electricity. Customers who have been receiving electric service shall notify Company when discontinuance of service is desired, and shall pay for all electric service furnished until such notice has been given and final meter readings made by Company.

#### CONTRACTED DEMANDS

For rate applications where billing demand minimums are determined by the Contract Demand customer shall execute written Contract prior to rendering of service. At Company's sole discretion, in lieu of a written contract, a completed load data sheet or other written load specification, as provided by Customer, can be used to determine the maximum load on Company's system for determining Contract Demand minimum.

#### OPTIONAL RATES

If two or more rate schedules are available for the same class of service, it is Customer's responsibility to determine the options available and to designate the schedule under which customer desires to receive service.

Company will, at any time, upon request, advise any customer as to the most advantageous rate for existing or anticipated service requirements as defined by the customer, but Company does not assume responsibility for the selection of such rate or for the continuance of the lowest annual cost under the rate selected.

In those cases in which the most favorable rate is difficult to predetermine, Customer will be given the opportunity to change to another schedule, unless otherwise prevented by the rate schedule under which Customer is currently served, after trial of the schedule originally designated; however, after the first such change, Company shall not be required to make a change in schedule more often than once in twelve (12) months.

KENTUCKY  
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN  
EXECUTIVE DIRECTOR

TARIFF BRANCH

*Brent Kirtley*

EFFECTIVE  
8/1/2010

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Date of Issue: August 6, 2010

Date Effective: August 1, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

*Lonnie E. Bellar*

Issued by Authority of an Order of the KPSC in Case No. 2009-00548 dated July 30, 2010

# Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 97.1

## TERMS AND CONDITIONS

### Customer Responsibilities

From time to time, Customer should investigate Customer's operating conditions to determine a desirable change from one available rate to another. Company, lacking knowledge of changes that may occur at any time in Customer's operating conditions, does not assume responsibility that Customer will at all times be served under the most beneficial rate.

In no event will Company make refunds covering the difference between the charges under the rate in effect and those under any other rate applicable to the same class of service.

### CUSTOMER'S EQUIPMENT AND INSTALLATION

Customer shall furnish, install, and maintain at Customer's expense all electrical apparatus and wiring to connect with Company's service drop or service line. All such apparatus and wiring shall be installed and maintained in conformity with applicable statutes, laws or ordinances and with the rules and regulations of the constituted authorities having jurisdiction. Customer shall not install wiring or connect and use any motor or other electricity-using device which in the opinion of Company is detrimental to its electric system or to the service of other customers of Company. Company assumes no responsibility whatsoever for the condition of Customer's electrical wiring, apparatus, or appliances, nor for the maintenance or removal of any portion thereof.

In the event Customer builds or extends its own transmission or distribution system over property Customer owns, controls, or has rights to, and said system extends or may extend into the service territory of another utility company, Customer will notify Company of their intention in advance of the commencement of construction.

### OWNER'S CONSENT TO OCCUPY

Customer shall grant easements and rights-of-way on and across Customer's property at no cost to Company.

### ACCESS TO PREMISES AND EQUIPMENT

Company shall have the right of access to Customer's premises at all reasonable times for the purpose of installing, meter reading, inspecting, repairing, or removing its equipment used in connection with its supply of electric service or for the purpose of turning on and shutting off the supply of electricity when necessary and for all other proper purposes. Customer shall not construct or permit the construction of any structure or device which will restrict the access of Company to its equipment for any of the above purposes.

### PROTECTION OF COMPANY'S PROPERTY

Customers will be held responsible for tampering, interfering with, breaking of seals of meters, or other equipment of Company installed on Customer's premises, and will be held liable for same according to law. Customer hereby agrees that no one except the employees of Company shall be allowed to make any internal or external adjustments of any Public Service Company of Kentucky apparatus which shall be the property of Company.

JEFF R. DEROUEN  
EXECUTIVE DIRECTOR

TARIFF BRANCH

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